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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

**R.S.A. No. 2848 of 2007**

**Date of decision: 6.9.2007**

**Surinder Singh**

**.....Appellant**

**Versus**

**Patiala Improvement Trust**

**...Respondent**

**CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL**

Present: Ms. Puja Chopra, Advocate for the appellant.

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**RAJESH BINDAL, J.**

The plaintiff is in second appeal before this Court against the concurrent findings of fact by both the Courts below whereby suit for declaration filed by the appellant-plaintiff was dismissed by both the Courts below. The prayer made in the suit was for declaring resolution No. 1280 dated July 3, 1996, passed by respondent to be illegal, null and void.

Briefly the facts, are that the appellant was allotted Booth No. 82, Transport Nagar, Patiala on January 15, 1989 after paying certain initial amount no further payment was made by the appellant on account of consideration money for allotment of booth, which was payable in installments. Under the circumstances, the respondents cancelled the allotment of booth and the amount already deposited by the appellant was forfeited.

The respondents issued numerous notices to the appellant for payment of balance amount, which were admittedly received by the appellant but the balance allotment money was not paid. Under these circumstances, booth in question was resumed by the respondents vide resolution No.876 dated May 12, 1993, which was duly communicated to the appellant vide registered letter dated June 16, 1993. On July 3, 1996 resolution No.1280, which is impugned in the suit, was passed intimating the appellant about the re-auction of the booth.

Learned counsel for the appellant submitted that non payment of

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balance allotment price, receipt of notice for payment of the amount and even the receipt of resolution No.876 dated May 12, 1993 is not in dispute. Only thing was that before the plot in question was being put for re-auction, the appellant had offered to pay the amount by demand draft in May, 1996 and accordingly, the action of the respondent is liable to be set aside. However, the Courts below did not find any merit in the contention raised by the appellant. Even before this Court, the same arguments are reiterated. Once the default in payment of the amount and receipt of various notices for the payment of the balance amount before the cancellation of the allotment are admitted, there is no occasion for the appellant to plead now that because before re-auction of the booth, he had offered to pay the amount, the booth in question should be restored to him. Even otherwise, the booth in question was resumed vide resolution dated May 12, 1993, which was duly conveyed to the appellant vide registered letter dated June 16, 1993 (Ex. D-9), the appellant had cause of action, if any, at that stage but the civil suit was filed on January 15, 2000, when the resolution dated July 3, 1996 was passed for re-auctioning of the booth, which really did not give any cause of action to the appellant.

Accordingly, I do not find any merit in the present appeal and while concurring with the findings recorded by the Courts below, dismiss the same.

**September 06, 2007**  
**Pka**

**(Rajesh Bindal)**  
**Judge**